

**MEMORANDUM OF AGREEMENT**  
**BY AND BETWEEN:**  
**[INSERT CLIENT NAME]**  
**AND**  
**CAROLINA HEALTH CENTERS, INC. PRINCIPAL CONSULTANT SUE VEER, MBA**

This agreement, dated March 21, 2018 is between the [insert Client name] (hereafter referred to as the Client) located at [insert Client address] and Carolina Health Centers, Inc./Sue Veer, MBA (hereafter referred to as the Consultant) located at 313 Main Street, Suite B, Greenwood, SC 29646.

This Agreement is to engage the Consultant for the development and administration of a one-day training program to be held [insert date]. The topic for the presentation is the 340B Drug Discount Program.

- I. Consultant Responsibilities:
  - a. Conduct preliminary research including but not limited to: a) survey of potential attendees; b) review of 340B registration database for [insert state name] community health centers; and c) review of [insert state name] Medicaid 340B reimbursement policies.
  - b. Prepare and present a comprehensive one-day training program on the topic of the 340B Drug Discount Program specific to community health centers.
    - i. The training program will be 6-8 hours in length;
    - ii. The pre-conference survey tool and program agenda will be developed and provided to the Client by no later than [insert date];
    - iii. Presentation material will be developed and provided to the Client no later than March [insert date]. The Client may provide the material to attendees in writing and in electronic format.
    - iv. At the conclusion of the training program, the Consultant will compile a list of questions and issues requiring additional research and provide follow-up to the Client within 60 days of the program.
  - b. Attend the pre-conference roundtable/peer learning meeting of the Pharmacy Directors to identify areas of common interest and concern.
- II. Compensation:
  - a. The Consultant will be paid a fee of \$2,500 to be paid by the Client upon receipt of an invoice following the completion of the meeting.
  - b. The Consultant will be reimbursed for travel expenses to include:
    - i. Airfare and/or mileage from home location to training venue;
    - ii. Ground transportation to and from airport and to and from training venue(s), and airport parking fees;

- iii. Hotel accommodations for a maximum of 3 nights as needed – i.e. the nights prior to the pre-conference meeting and the conference, as well as the night following the conference as travel arrangements may necessitate.
- iv. Meals not provided during the preconference meeting and training session to be paid at rate not to exceed the following: breakfast = \$12.50, lunch = \$17.50, dinner = \$45.00. Compensation for meals will be limited to travel and training time defined as the period from morning of March 28, 20018 through noon of the day following the training session.

III. Client Responsibilities:

- a. Provide appropriate space and audio visual equipment to include computer, projector, and screen. Consultant will provide presentation slides electronically and on an external storage device.
- b. Coordinate all attendee communication regarding the training program including distribution of the pre-conference survey.
- c. Manage pre-training and on-site registration processes.
- d. Conduct a program evaluation and provide a summary of result to the Consultant.
- e. Submit payment of fee and expenses within 10-days of receipt of an invoice from the Consultant.

IV. Cancellation:

Should either party cancel prior to event, the cancelling party will be responsible for any out of pocket expenses already incurred. This liability is limited to only expenses as outlined in this Agreement.

V. Independent Contractor:

Both parties attest that Carolina Health Centers, Inc. (CHC), as the consulting organization is acting as an independent consultant. As such, CHC is responsible for payment of any and all taxes and income related liability. The Client will not provide any employment related benefits and will not dictate the schedule or methods the Consultant must use to fulfill the terms of the Agreement.

VI. Confidentiality and Compliance:

- a. The Consultant agrees to maintain strict confidentiality regarding any privileged or confidential information that may be exchanged during the completion of the Agreement. This requirement of confidentiality will continue to be in effect following the termination of this Agreement.
- b. Both parties will comply with all applicable federal and state laws and regulations.

VII. Notifications:

All notifications related to this Agreement shall be sent as follows:

For the Consultant:

Sue Veer, MBA  
Carolina Health Centers, Inc.  
313 Main Street, Suite B  
Greenwood, SC 29649

For the Client:

VIII: Signatures:

Consultant: \_\_\_\_\_



\_\_\_\_\_  
Sue Veer, MBA

\_\_\_\_\_  
Date

Client: [insert organizational name]

\_\_\_\_\_

\_\_\_\_\_  
Date